

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NO.		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. N00253-04-Q-0063	
6. SOLICITATION ISSUE DATE 19 FEB 04		7. FOR SOLICITATION INFORMATION CALL		a. NAME MONIQUE A. KLOSE		b. TELEPHONE NO. (No collect calls) 360-315-2215	
8. OFFER DUE DATE/LOCAL TIME 04 MAR 04, 3:00 PM		9. ISSUED BY Naval Undersea Warfare Center Division Keyport 610 Dowell Street Keyport, WA 98345-7610 E-Mail: <a href="mailto:klosem@kpt.nuwc.navy.mil">klosem@kpt.nuwc.navy.mil</a> Fax 360-396-7036		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 541380 SIZE STD: \$6,000,000.00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING: DO-C9 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY		17a. CONTRACTOR/CODE OFFEROR	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE BLOCK 20		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/SERVICES See Schedule of Supplies/Services <small>(Attach Additional Sheets as Necessary)</small>		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT <small>(For Govt. Use Only)</small>		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR	
30b. NAME AND TITLE OF SIGNER <small>(TYPE OR PRINT)</small>		30c. DATE SIGNED		31a. UNITED STATES OF AMERICA <small>(SIGNATURE OF CONTRACTING OFFICER)</small>		31b. NAME OF CONTRACTING OFFICER <small>(TYPE OR PRINT)</small>	
31c. DATE SIGNED		32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
35. AMOUNT VERIFIED CORRECT FOR		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <small>(Print)</small>	
42b. RECEIVED AT <small>(Location)</small>		42c. DATE REC'D		42d. TOTAL CONTAINERS			

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**SUPPLIES OR SERVICES AND PRICE/COSTS**

<b>ITEM NO.</b>	<b>SCHEDULE OF SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UI</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
0001	<p>Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U "For Reference Only"; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.</p> <p>Production Lot Sampling of One (1) Lot of 33 Pieces of each</p> <ol style="list-style-type: none"> <li>Plunger Assembly, Part number A02H4945-1 <ul style="list-style-type: none"> <li>100% Dimensional Inspection Seven (7) Pieces</li> <li>Critical Dimensions on 26 Pieces</li> <li>Visual Inspection on 33 Pieces</li> <li>Magnetic Particle Inspection on 33 Pieces</li> </ul> </li> <li>Sleeve Assembly, Part Number A02H4951-1 <ul style="list-style-type: none"> <li>100% Dimensional Inspection on Seven (7) Pieces</li> <li>Critical Dimensions on 26 Pieces</li> <li>Visual Inspection on 33 Pieces</li> <li>Magnetic Particle Inspection on 33 Pieces</li> </ul> </li> </ol>	33	EA	\$	\$
0002	<p><b>Option Quantity 1.</b> Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U "For Reference Only"; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.</p> <p>Production Lot Sampling of One (1) Lot of 25 Pieces of each</p> <ol style="list-style-type: none"> <li>Plunger Assembly, Part number A02H4945-1 <ul style="list-style-type: none"> <li>100% Dimensional Inspection Seven (5) Pieces</li> <li>Critical Dimensions on 20 Pieces</li> <li>Visual Inspection on 25 Pieces</li> <li>Magnetic Particle Inspection on 25 Pieces</li> </ul> </li> <li>Sleeve Assembly, Part Number A02H4951-1 <ul style="list-style-type: none"> <li>100% Dimensional Inspection on Seven (5) Pieces</li> <li>Critical Dimensions on 20 Pieces</li> <li>Visual Inspection on 25 Pieces</li> <li>Magnetic Particle Inspection on 25 Pieces</li> </ul> </li> </ol>	25	EA	\$	\$
0003	<p><b>Option Quantity 2.</b> Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U "For Reference Only"; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.</p> <p>Production Lot Sampling of One (1) Lot of 25 Pieces of each</p> <ol style="list-style-type: none"> <li>Plunger Assembly, Part number A02H4945-1 <ul style="list-style-type: none"> <li>100% Dimensional Inspection Seven (5) Pieces</li> <li>Critical Dimensions on 20 Pieces</li> <li>Visual Inspection on 25 Pieces</li> <li>Magnetic Particle Inspection on 25 Pieces</li> </ul> </li> </ol>	25	EA	\$	\$

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CLIN 0003 – continued

2. Sleeve Assembly, Part Number A02H4951-1
  - 100% Dimensional Inspection on Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces

0004    **Option Quantity 3.** Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U “For Reference Only”; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.

25      EA    \$                      \$

Production Lot Sampling of One (1) Lot of 25 Pieces of each

1. Plunger Assembly, Part number A02H4945-1
  - 100% Dimensional Inspection Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces
2. Sleeve Assembly, Part Number A02H4951-1
  - 100% Dimensional Inspection on Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces

0005    **Option Quantity 4.** Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U “For Reference Only”; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.

25      EA    \$                      \$

Production Lot Sampling of One (1) Lot of 25 Pieces of each

3. Plunger Assembly, Part number A02H4945-1
  - 100% Dimensional Inspection Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces
4. Sleeve Assembly, Part Number A02H4951-1
  - 100% Dimensional Inspection on Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces

0006    **Option Quantity 5.** Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U “For Reference Only”; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.

25      EA    \$                      \$

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CLIN 0006 – continued

Production Lot Sampling of One (1) Lot of 25 Pieces of each

5. Plunger Assembly, Part number A02H4945-1
  - 100% Dimensional Inspection Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces
6. Sleeve Assembly, Part Number A02H4951-1
  - 100% Dimensional Inspection on Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 25 Pieces
  - Magnetic Particle Inspection on 25 Pieces

0007	<b>Option Quantity 6.</b> Inspection Services for Sleeve and Plunger Assembly, Part Number A02H4945-1 (Plunger) and A02H4951-2 (Sleeve) per Quality Assurance provisions, drawing numbers A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A; PESK 4538 Rev A, drawing A02H4951-2 Rev C, ADCN 5; BDM 1292, Rev A, BAC 5424, Rev U "For Reference Only"; drawing A02H4969 Rev B, ADCN 4; drawing A02H4955 Rev E, A02H4966 Rev B with E03A and ADCN 3, drawing A02H4968 Rev B with ADCN 3, and the statement of work.	24	EA
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Production Lot Sampling of One (1) Lot of 24 Pieces of each

7. Plunger Assembly, Part number A02H4945-1
  - 100% Dimensional Inspection Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 24 Pieces
  - Magnetic Particle Inspection on 24 Pieces
8. Sleeve Assembly, Part Number A02H4951-1
  - 100% Dimensional Inspection on Seven (5) Pieces
  - Critical Dimensions on 20 Pieces
  - Visual Inspection on 24 Pieces
  - Magnetic Particle Inspection on 24 Pieces

**Total Aggregate Estimated Amount**

\$ \_\_\_\_\_

**NOTES TO OFFERORS:**

**Note 1:** NUWC Division Keyport will pay for shipping the items to the contractor. Upon completion of inspection, the contractor will be responsible for returning the items to the Government. Therefore, proposed unit pricing shall include shipping costs for FOB Destination to NUWC Division Keyport.

**Note 2:** Two (2) copies of comprehensive test report for each lot; one (1) bound and one (1) unbound to be provided.

**Note 3:** All questions regarding this solicitation should be submitted in writing as soon as practicable after receipt of solicitation. Questions may be forwarded via facsimile to (360) 396-7036 or via E-Mail to [klosem@kpt.nuwc.navy.mil](mailto:klosem@kpt.nuwc.navy.mil).

**Note 4:** All of drawings referenced in CLINs 0001 through 0007 will be provided under separate cover in accordance with the requirements stated in "Instructions for Obtaining Export-Controlled Technical Data" and completion of Attachment I, DD Form 2345, Military Critical Technical Data Agreement.

**Note 5:** The ISO Inspection System Requirements is a requirement of the contract resulting from this solicitation. In order to be considered for contract award, the offeror must meet the ISO 1994, 9001, 9002; 2000, as applicable to testing labs Inspection System and complete certification located elsewhere in this solicitation document.

**Note 6:** CLINs 0002 through 0007 are Option Quantity Items only and in no way are purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer. Options will be individually exercised in accordance with FAR Clause 52.217-7.

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## **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses <http://www.arnet.gov/far/>  
DFARS clauses <http://www.acq.osd.mil/dp/dars/dfars.html>  
NAPS clauses <http://www.abm.rda.hq.navy.mil/naps/>

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions To Offerors – Commercial Items	OCT 2003
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2003
52.232-18	Availability of Funds	APR 1984
52.242-17	Government Delay of Work	APR 1984
52.242-34	FOB Destination	NOV 1991
52.245-2	Government Property	JUN 2003
52.245-4	Government-Furnished Property	JUN 2003
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994

## **EXERCISE OF OPTION (INCREASED QUANTITIES)**

- a. The increased quantity of supplies/services available under the "Option" clause in Section I shall be 25 each of CLIN 0002, 25 each of CLIN 0003, 25 each of CLIN 0004, 25 each of CLIN 0005, 25 each of CLIN 0006 and 24 each of CLIN 0007.
- b. Such option shall be exercised for each CLIN as follows:

<b>CLIN</b>	<b>Date/Timeframe of Option Exercise</b>
0002	Within 120 days after date of contract award
0003	Within 360 days after date of contract award
0004	Within 720 days after date of contract award
0005	Within 1,080 days after date of contract award
0006	Within 1,440 days after date of contract award
0007	Within 1,800 days after date of contract award

## **DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **INSPECTION SERVICES** Technical Requirements

**SUBJECT:** Technical requirements for Inspection Services for Flight Critical Cylinder, Sleeve A02H4951-2 and Sleeve Plunger A02H4945-1 Assembly.

**DESC:** The Cylinder, Sleeve A02H4951-2 and Sleeve Plunger Valve A02H4945-1 are two-part sub-assembly of high precision, machined, Flight Critical hydraulic spool valve assembly.

This spool valve configuration consists of non-interchangeable, serialized set of parts with a match/lap fit interface of .0001-.0002 diametral clearance. Material is in accordance with QQ-S-763 and AMS 2300J Premium Aircraft Quality 440C Stainless Steel, hardened to 58-62 RC. These two match fit items are cylindrical in shape with some flat and pocket configurations. The parts are approximately 10 inches long, with Cylindricity requirements of .0001 of a .5500 I.D. X 6" (length) bore, and concentric to an adjacent bore to .0001 (.4890), for a combined length of approximately seven inches.

There are approximately 25 Critical dimensions (AQL .065), 30 Majors (AQL 1.0) and 30 minors (AQL 2.5). Providers will be required to demonstrate a high degree of proficiency, experience and expertise with high precision, state of the art, dimensional inspection equipment, i.e., coordinate measurement machines, air gaging, high accuracy, form-testing equipment associated with this degree of tolerancing. Metallurgical and Level III Magnetic Particle and Penetrant inspection services are required. Sample size per ANSI/ASQC Z1.4-1993 Sampling Plan, lot quantities to be determined.

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Quality Assurance personnel must demonstrate a high level of expertise in the interpretation and use of the ANSI Y-14.5 Geometric Dimensions and Tolerancing specification. The government reserves the right to perform a vendor site approval prior to the award of this contract.

The contractor must provide a record of past performance evidence of understanding of inspection services to this degree of complexity.

The Contractor will be required to design and utilize Inspection Method Sheets (see QAP III-C, Supplemental Requirements) that list part features, method of inspection and results, by serial number of the assembly.

The testing lab must have a fully documented and approved Quality Management System that meets the requirements of ISO 9002; 1994 or ISO 9001; 2000, as applicable to testing labs. This laboratory shall also be accredited to the requirements of ISO/IEC 17025, The General Requirements for the Competence of Testing and Calibration Laboratories. The accreditation must be with a recognized organization such as American Association for Laboratory Accreditation (A2LA). A Calibration lab that meets the requirements of ANSI/NCSL Z540-1-1994 Calibration Laboratories and Measuring and Test Equipment – General Requirements, must also support the test lab.

- Production Lot Sampling Requirements for A02H4945-1
  - 100% Dimensional Inspection of a random sample of (1) part for every (5) production parts.
  - 100% Inspection of Critical Dimensions, all pieces
  - 100% Magnetic Particle Inspection per ASTM 1444, BAC 5424 rev. U and BDM 1292 Rev A, all pieces.
- Production Lot Sampling Requirements for A02H4951-2
  - 100% Dimensional Inspection of a random sample of (1) part for every (5) production parts.
  - 100% Inspection of Critical Dimensions, all pieces
  - 100% Magnetic Particle Inspection per ASTM 1444, BAC 5424 rev. U and BDM 1292 Rev A, all pieces.

## QUALITY ASSURANCE PROVISIONS

P/N: (77272) A02H4955-4

**NOMENCLATURE:** Sleeve & Plunger Assy – Valve & Lock Assy, Positioning Rotor)  
**NSN:** 1650-00-133-9282

### APPLICABLE CLAUSES:

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (77272) A02H4955, Revision "E" and all details and specifications referenced therein.

**I. Process/Operation Sheets Revision "E" shall be utilized in manufacture of the articles to be furnished hereunder.**

**II. Quality/Inspection Requirements**

#### **A. INSPECTION SYSTEM REQUIREMENTS (45208)**

##### **A.1 REQUIREMENTS**

**1. Contractor Responsibilities.** The contractor shall provide and maintain an inspection system which will assure that all supplies and services submitted to the Government for acceptance conform to contract requirements whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The contractor's inspection system shall be documented and shall be available for review by the Government Representative prior to the initiation of production and throughout the life of the contract. The Government at its option may furnish written notice of the acceptability of non-acceptability of the inspection system. The contractor shall notify the Government Representative in writing of any change to his inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product.

##### **2. Documentation, Records and Corrective Action.**

**2.1.1 Inspection and Testing Documentation.** Inspection and testing shall be prescribed by clear, complete and current instructions. The instructions shall assure inspection and test of materials, work in process and completed

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articles as required by the item specification and the contract. In addition, criteria for approval and rejection of product shall be included.

2.1.2 **Records.** The contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of corrective action taken as appropriate.

2.1.3 **Corrective Action.** The contractor shall take prompt action to correct assignable conditions which have resulted or could result in the submission to the Government of supplies and services which do not conform to (1) the quality assurance provisions of the item specification, (2) inspections and test required by the contract, and (3) other inspections and tests required to substantiate product conformance.

2.1.4 **Drawings and Changes.** The contractor's inspection system shall provide for procedures which will assure that the latest applicable drawings, specifications and instructions required by the contract, as well as authorized changes thereto, are used for fabrication, inspection and testing.

3. **Measuring and Test Equipment.** The contractor shall provide and maintain gages and other measuring and testing devices necessary to assure that supplies conform to the technical requirements. In order to assure continued accuracy, these devices shall be calibrated at established intervals against certified standards, which have known valid relationships to national standards. If production tooling, such as jigs, fixture, templates, and patterns is used as a media of inspection, such devices shall also be provided for accuracy at established intervals. Calibration of inspection equipment shall be in accordance with ISO 10012-1 ANSI/NCSL Z540-1. When required, the contractor's measuring and testing equipment shall be made available for use by the Government Representative to determine conformance of product with contract requirements. In addition, if conditions warrant, contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

4. **Process Controls.** Process control procedures shall be an integral part of the inspection system when such inspections are a part of the specification or the contract.

5. **Indication of Inspection Status.** The contractor shall maintain a positive system for identifying the inspection status of supplies. Identification may be accomplished by means of stamps, tags, routing cards, move tickets, tote box cards or other control devices. Such controls shall be of a design distinctly different from Government inspection identification.

6. **Government-furnished Material.** When material is furnished by the Government, the contractor's procedures shall include as a minimum the following:

- (a) Examination upon receipt, consistent with practicability, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

6.1 **Damaged Government-furnished Material.** The contractor shall report to the Government Representative any Government-furnished material found damaged, malfunctioning or otherwise unsuitable for use. In the event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

7. **Nonconforming Material.** The contractor shall establish and maintain an effective and positive system for controlling nonconforming material, including procedures for the identification, segregation, presentation and disposition of reworked or repaired supplies. Repair of nonconforming supplies shall be in accordance with documented procedures acceptable to the Government. The acceptance of nonconforming supplies is the prerogative of and shall be as prescribed by the Government. All nonconforming supplies shall be positively identified to prevent use, shipment and intermingling with conforming supplies. Holding areas, mutually agreeable to the contractor and the Government Representative, shall be provided by the contractor.

8. **Qualified Products.** The inclusion of a product on the Qualified Products List only signifies that at one time the manufacturer made a product, which met specification requirements. It does not relieve the contractor of his responsibility for furnishing supplies that meet all specification requirements or for performing specified inspections and tests for such material.

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**9. Sampling Inspection.** Sampling inspection procedures used by the contractor to determine quality conformance of supplies shall be as stated in the contract or shall be subject to approval by the Government.

**10. Inspection Provisions.** Alternative inspection procedures and inspection equipment may be used by the contractor when such procedures and equipment provide, as a minimum, the quality assurance required in the contractual documents. Prior to applying such alternative inspection procedures and inspection equipment, the contractor shall describe them in a written proposal and shall demonstrate for the approval of the Government Representative that their effectiveness is equal to or better than the contractual quality assurance procedure. In cases of dispute as to whether certain procedures of the contractor's inspection system provide equal assurance, the procedures of this specification, the item specification and other contractual documents shall apply.

**11. Government Inspection at Subcontractor or Vendor Facilities.** The Government reserves the right to inspect a source supplies or services not manufactured or performed within the contractor's facility. Government inspection shall not constitute acceptance; nor shall it in any way replace contractor inspection or otherwise relieve the contractor of his responsibility to furnish an acceptable end item. When inspection at subcontractors' plants is performed by the Government, such inspection shall not be used by contractors as evidence of effective inspection by such subcontractors. The purpose of this inspection is to assist the Government Representative at the contractor's facility to determine the conformance of supplies or services with contract requirements. Such inspection can only be requested by or under authorization of the Government Representative.

**11.1 Government Inspection Requirements.** When Government inspection is required, the contractor shall add to his purchasing document the following statement: "Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant so that appropriate planning for Government inspection can be accomplished."

**11.1.2 Purchasing Documents.** When, under authorization of the Government Representative, copies of the purchasing document are to be furnished directly by the subcontractor or vendor to the Government Representative at his facility rather than through Government channels, the contractor shall add to his purchasing document a statement substantially as follows: "On receipt of this order, promptly furnish a copy to the Government Representative who normally services your plant or, if none, to the nearest Army, Navy, Air Force, or Defense Supply Agency inspection office. In the event the representative or office cannot be located, our purchasing agent should be notified immediately."

**11.1.3 Referenced Data.** All documents and reference data for purchases applying to a Government contract shall be available for review by the Government Representative to determine compliance with the requirements for the control of such purchases. Copies of purchasing documents required for Government inspection purposes shall be furnished in accordance with the instructions of the Government Representative.

**12. Receiving Inspection.** Subcontracted or purchased supplies shall be subjected to inspection after receipt, as necessary, to assure conformance to contract requirements. The contractor shall report to the Government Representative any nonconformance found on Government source-inspected supplies and shall require his supplier to coordinate with his Government Representative on corrective action.

**13. Government Evaluation.** The contractor's inspection system and supplies generated by the system shall be subject to evaluation and verification inspection by the Government Representative to determine its effectiveness in supporting the quality requirements established in the detail specification, drawings and contract and as prescribed herein.

## B. QUALITY PROGRAM REQUIREMENTS (9858)

### B.1. Quality Program Management

**1. Organization.** Effective management for quality shall be clearly prescribed by the contractor. Personnel performing quality functions shall have sufficient, well-defined responsibility, authority and the organizational freedom to identify and evaluate quality problems and to initiate, recommend or provide solutions. Management regularly shall review the status and adequacy of the quality program. The term "quality program requirements" as used herein identifies the collective requirements of this specification. It does not mean that the fulfillment of the requirements of this specification is the responsibility of any single contractor's organization, function or person.

**2. Initial Quality Planning.** The contractor, during the earliest practical phase of contract performance, shall conduct a complete review of the requirements of the contract to identify and make timely provision for the special controls, processes, test equipment, fixtures, tooling and skills required for assuring product quality. This initial planning will recognize the need and provide for research, when necessary, to update inspection and testing techniques, instrumentation and correlation of inspection and test results with manufacturing methods and processes. This planning will also provide appropriate review and action to assure compatibility of manufacturing, inspection, testing and documentation.



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**3. Work Instructions.** The quality program shall assure that all work affecting quality (including such things as purchasing, handling, machining, assembling, fabricating, processing, inspection, testing, modification, installation, and any other treatment of product, facilities, standards or equipment from the ordering of materials to dispatch of shipments) shall be prescribed in clear and complete documented instructions of a type appropriate to the circumstances. Such instructions shall provide the criteria for performing the work functions and they shall be compatible with acceptance criteria for workmanship. The instructions are intended also to serve for supervising, inspecting and managing work. The preparation and maintenance of and compliance with work instructions shall be monitored as a function of the quality program.

**4. Records.** The contractor shall maintain and use any records or data essential to the economical and effective operation of his quality program. These records shall be available for review by the Government Representative and copies of individual records shall be furnished him upon request. Records are considered one of the principal forms of objective evidence of quality. The quality program shall assure that records are complete and reliable. Inspection and testing records shall, as a minimum, indicate the nature of the observations together with the number of observations made and the number and type of deficiencies found. Also, records for monitoring work performance and for inspection and testing shall indicate the acceptability of work or products and the action taken in connection with deficiencies. The quality program shall provide for the analysis and use of records as a basis for management action.

**5. Corrective Action.** The quality program shall detect promptly and correct assignable conditions adverse to quality. Design, purchasing, manufacturing, testing or other operations which could result in or have resulted in defective supplies, services, facilities, technical data, standards or other elements of contract performance which could create excessive losses or costs must be identified and changed as a result of the quality program. Corrective action will extend to the performance of all suppliers and vendors and will be responsive to data and product forwarded from users. Corrective action shall include as a minimum:

- (a) Analysis of data and examination of product scrapped or reworked to determine extent and causes;
- (b) Analysis of trends in processes or performance of work to prevent nonconforming product; and
- (c) Introduction of required improvements and corrections, an initial review of the adequacy of such

measures and monitoring of the effectiveness of corrective action taken.

## B.2 CONTROL OF PURCHASES

**1. Responsibility.** The contractor is responsible for assuring that all supplies and services procured from his suppliers (subcontractors and vendors) conform to the contract requirements. The selection of sources and the nature and extent of control exercised by the contractor shall be dependent upon the type of supplies, his supplier's demonstrated capability to perform, and the quality evidence made available. To assure an adequate and economical control of such material, the contractor shall utilize to the fullest extent objectives evidence of quality furnished by his suppliers. When the Government elects to perform inspection at a supplier's plant, such inspection shall not be used by contractors as evidence of effective control of quality by such suppliers. The inclusion of a product on the Qualified Products List only signifies that at one time the manufacturer made a product which met specification requirements. It does not relieve the contractor of his responsibility for furnishing supplies that meet all specification requirements or for the performance of specified inspections and tests for such material. The effectiveness and integrity of the control of quality by his suppliers shall be assessed and reviewed by the contractor at intervals consistent with the complexity and quantity of product. Inspection of products upon delivery to the contractor shall be used for assessment and review to the extent necessary for adequate assurance of quality. Test reports, inspection records, certificates and other suitable evidence relating to the supplier's control of quality should be used in the contractor's assessment and review. The contractor's responsibility for the control of purchases includes the establishment of a procedure for (1) the selection of qualified suppliers, (2) the transmission of applicable design and quality requirements in the Government contracts and associated technical requirements, (3) the evaluation of the adequacy of procured items, and (4) effective provisions for early information feedback and correction of nonconformances.

**2. Purchasing Data.** The contractor's quality program shall not be acceptable to the Government unless the contractor requires of his subcontractors a quality effort achieving control of the quality of the services and supplies, which they provide. The contractor shall assure that all applicable requirements are properly included or referenced in all purchase orders for products ultimately to apply on a Government contract. The purchase order shall contain a complete description of the supplies ordered including, by statement or reference, all applicable requirements for manufacturing, inspecting, testing, packaging, and any requirements for Government or contractor inspections, qualification or approvals. Technical requirements of the following nature must be included by statement or reference as a part of the required clear description: all pertinent drawings, engineering change orders, specifications (including inspection system or quality program requirements), reliability, safety, weight, or other special requirements, unusual test or inspection procedures or equipment and any special revision or model identification. The description of products ordered shall include a requirement for contractor inspection at the subcontractor or vendor source when such action is necessary to assure that the contractor's quality program effectively implements the contractor's responsibility for complete assurance of product quality. Requirements shall be included for chemical and physical testing and recording in connection with the purchase of raw materials by his suppliers. The purchase orders must also contain a requirement for such suppliers to notify and obtain approval from the contractor of changes in design of the products. Necessary instructions should be provided when provision is made for direct shipment from the subcontractor to Government activities.

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### B.3. MANUFACTURING CONTROL

**1. Materials and Materials Control.** Supplier's materials and products shall be subjected to inspection upon receipt to the extent necessary to assure conformance to the technical requirements. Receiving inspection may be adjusted upon the basis of the quality assurance program exercised by suppliers. Evidence of the suppliers' satisfactory control of quality may be used to adjust the amount and kind of receiving inspection.

The quality program shall assure that raw materials to be used in fabrication or processing of products conform to the applicable physical, chemical, and other technical requirements. Laboratory testing shall be employed as necessary. Suppliers shall be required by the contractor's quality program to exercise equivalent control of the raw materials utilized in the production of the parts and items, which they supply to the contractor. Raw material awaiting testing must be separately identified or segregated from already tested and approved material but can be released for initial production, providing that identification and control is maintained. Material tested and approved must be kept identified until such time as its identity is necessarily obliterated by processing. Controls will be established to prevent the inadvertent use of material failing to pass tests.

**2. Production Processing and Fabrication.** The contractor's quality program must assure that all machining, wiring, batching, shaping and all basic production operations of any type together with all processing and fabricating of any type is accomplished under controlled conditions. Controlled conditions include documented work instructions, adequate production equipment, and any special working environment. Documented work instructions are considered to be the criteria for much of the production, processing and fabrication work. These instructions are the criteria for acceptable or unacceptable "workmanship" The quality program will effectively monitor the issuance of and compliance with all of these work instructions.

Physical examination, measurement or tests of the material or products processed is necessary for each work operation and must also be conducted under controlled conditions. If physical inspection of processed material is impossible or disadvantageous, indirect control by monitoring processing methods, equipment and personnel shall be provided. Both physical inspection and process monitoring shall be provided when control is inadequate without both, or when contract or specification requires both.

Inspection and monitoring of processed material or products shall be accomplished in any suitable systematic manner selected by the contractor. Methods of inspection and monitoring shall be corrected any time their unsuitability with reasonable evidence is demonstrated. Adherence to selected methods for inspection and monitoring shall be complete and continuous. Corrective measures shall be taken when noncompliance occurs.

Inspection by machine operators, automated inspection gages, moving line or lot sampling, setup or first piece approval, production line inspection station, inspection or test department, roving inspectors – any other type of inspection – shall be employed in any combination desired by the contractor which will adequately and efficiently protect product quality and integrity of processing.

Criteria for approval and rejection shall be provided for all inspection of product and monitoring of methods, equipment, and personnel. Means for identifying approved and rejected product shall be provided.

Certain chemical, metallurgical, biological, sonic, electronic, and radiological processes are of so complex and specialized a nature that much more than the ordinary detailing of work documentation is required. In effect, such processing may require an entire work specification as contrasted with the normal work operation instructions established in normal plant-wide standard production control issuances such as job operation routing books and the like. For these special processes, the contractors' quality program shall assure that the process control procedures or specifications are adequate and that processing environments and the certifying, inspection, authorization and monitoring of such processes to the special degree necessary for these ultraprecise and super-complex work functions are provided

**C. ISO 9000 applies, if applicable.**

**D. First Article Testing applies.**

**E. Production Lot Testing applies.**

**F. Mandatory Inspection applies. (Section IV)**

### III. Supplemental Requirements

A. The contractor shall identify on the process/operation sheets all manufacturing sources performing processes/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article or

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Production Lot Testing without approval from the Engineering Support Activity (ESA) H-46FST.1, located at the Naval Aviation Depot, Cherry Point, North Carolina, via the PCO.

B. The contractor shall identify on the process/operation sheets all manufacturing sources performing processes/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the ESA, H-46FST.1, located at the Naval Aviation Depot, Cherry Point, North Carolina, via the PCO.

PROVISIONS continued

C. The contractor shall provide Detailed Inspection Method Sheets which list the dimensional characteristics, inspection method and inspection equipment used on each item produced under the contract and shall have serial number traceability to the raw material, casting, or forging.

D. The contractor shall provide all certificates of compliance for any material purchased or any processes performed by an OEM approved sub-vendor, i.e. heat treat, NDI, plating, painting, etc.

E. Markings should be I/A/W MIL-STD-130 latest revision, paragraphs 5.3.3(a), (b), (c) and (g). Method and location shall be I/A/W drawing.

#### IV. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor as follows:

##### A. Level of Inspection (LOI).

- 1) Critical Characteristics: 100% inspection shall apply
- 2) Major and Minor Characteristics - LOI shall be I/A/W sampling plan acceptable to the QAR

##### B. Critical Characteristics

- 1) **P/N (77272) A02H4955-4:**
  - a. Zone B5: LAP FIT TO ALLOW .0002 TO .0003 DIAMETRAL CLEARANCE BETWEEN A02H4966-1 CONTROLLER, VALVE
  - b. Zone B6: LAP FIT TO ALLOW .0001 TO .0002 DIAMETRAL CLEARANCE BETWEEN A02H4966-1 CONTROLLER, VALVE
  - c. Zone B6: LAP FIT TO ALLOW .0002 TO .0003 DIAMETRAL CLEARANCE BETWEEN A02H4951-2 CYLINDER, SLEEVE AND A02H4945-1 SLEEVE, PLUNGER
  - d. Zone D4: DRAWING NOTE 2:  
FOR -1 ASSY, PARTS A02H4939-1 PLUNGER & A02H4945-1 SLEEVE, OR FOR -2, -3, -4 ASSY PARTS A02H4966-1 CONTROLLER VALVE & A02H4945-1 SLEEVE TO BE MATCHED TO A02H4951-1 OR -2 CYLINDER, SLEEVE TO MEET FLOW VS. DISP CURVE SHALL BE OBTAINED BY MEASUREMENT OF FLOW FROM RETURN WITH 650 P.S.I. PRESSURE APPLIED & CYLINDER PORTS LOOPED.
  - e. Zone D4: DRAWING NOTE 7:  
MARK CODE IDENT NO. AND VERTOL PART NO. L PER VERTOL PROCESS SPEC MS13-01 GROUP III F. THIS STEP SHOULD IMMEDIATELY FOLLOW THE CLEANING PROCESS.
- 2) **P/N (77272) A02H4945-1:**
  - a. **Sheet 1 Zone C6:** .9405 ± .0003
  - b. **Sheet 1 Zone C7:** 16√
  - c. **Sheet 1 Zone D9:** No. 10-32UNF-3B THRU 2 HOLES
  - d. **Sheet 2 Zone C10:** ¼-28UNF-3B  
(Section N-N)
  - e. **Sheet 2 Zone D10:** 10-32NF-3B THD THRU  
(Section N-N)

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- F. **SHEET 1 ZONE C3:** DRAWING NOTE 3:  
HEAT TREAT TO ROCKWELL RC 58-62 (315,000 PSI MIN) PER AMS-H-6875.
- G. **SHEET 1 ZONE C3:** DRAWING NOTE 4:  
MARK CODE IDENT NO. & VERTOL PART NO. PER VERTOL PROCESS SPEC MS 13.01, GROUP I.
- H. **SHEET 1 ZONE C3:** DRAWING NOTE 5:  
PROCEDURE FOR DIMENSIONAL STABILIZATION:  
A. HEAT TREAT & QUENCH IN ACCORDANCE WITH SPEC AMS-H-6875 OR IN ACCORDANCE WITH DRAWING REQUIREMENTS.  
B. DRAW TO REQUIRED TENSILE STRENGTH.  
C. COOL CONTINUOUSLY TO -80°F TO -100°F & HOLD FOR ONE HOUR MIN.  
D. ALLOW PART TO REACH ROOM TEMPERATURE SLOWLY.  
E. HEAT IMMEDIATELY TO 325°F ± 25°F FOR ONE HOUR MINIMUM.  
F. PERFORM OPERATIONS C, D, & E FOR THREE (3) COMPLETE CYCLES.
- I. **NDI:** MAGNETIC PARTICLE INSPECT BAC 5424 AND ASTM E 1444. ACCEPTANCE CRITERIA PER BDM- 1292, INSPECTION CLASS A (CRITICAL).
- 3) **P/N (77272) A02H4951-2:**
- a. **Zone B8** 16√
- b. **Zone C9** 1.4324 +.0000/-0.0003
- c. **Zone C5** DRAWING NOTE 3:  
HEAT TREAT TO ROCKWELL RC 58-62 (315,000 PSI) PER MIL SPEC AMS-H-6875.
- d. **Zone C5** **DRAWING NOTE 4:**  
MARK CODE IDENT NO. & VERTOL PART NO. PER VERTOL PROCESS SPEC MS 13.01 GROUP IB.
- e. **Zone C5** **DRAWING NOTE 5:**  
PROCEDURE FOR DIMENSIONAL STABILIZATION:  
a. HEAT TREAT AND QUENCH IN ACCORDANCE WITH SPEC AMS-H-6875 OR IN ACCORDANCE WITH DRAWING REQUIREMENTS.  
b. DRAW TO REQUIRED TENSILE STRENGTH.  
c. COOL CONTINUOUSLY TO -80°F TO -100°F & HOLD FOR ONE HOUR MINIMUM.  
d. ALLOW PARTS TO REACH ROOM TEMPERATURE SLOWLY.  
e. HEAT IMMEDIATELY TO 325°F ± 25°F FOR ONE HOUR MINIMUM.  
f. PERFORM OPERATIONS c, d, & e, FOR THREE COMPLETE CYCLES.  
g. **NDI:** MAGNETIC PARTICLE INSPECT BAC 5424 AND ASTM E 1444. ACCEPTANCE CRITERIA PER BDM-1292, INSPECTION CLASS A (CRITICAL).
- 4) **P/N (77272) A02H4966-1:**
- a. **Sheet 1 Zone C4:** 16√  
(Section A-A)
- b. **Sheet 1 Zone D6:** 8√  
(Section A-A)
- c. **Sheet 1 Zone D7:** 10-32NF-3B THD  
(Section A-A)
- d. **Sheet 1 Zone C3:** **DRAWING NOTE 3:**  
HEAT TREAT TO ROCKWELL RC 58 TO 62 (315,000 PSI MIN) PER AMS-H-6875.
- e. **Sheet 1 Zone C3:** **DRAWING NOTE 4:**  
MARK CODE IDENT NO. & VERTOL PART NO. PER VERTOL PROCESS SPEC MS 13.01 GROUP I DO NOT IMPRESSION STAMP.

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- f. **Sheet 1 Zone C3: DRAWING NOTE 5:**  
**PROCEDURE FOR DIMENSIONAL STABILIZATION**  
a. HEAT TREAT & QUENCH IN ACCORDANCE WITH SPEC AMS-H-6875 OR IN ACCORDANCE WITH DRAWING REQUIREMENTS.  
b. DRAW TO REQUIRED TENSILE STRENGTH.  
c. COOL CONTINUOUSLY TO -80°F TO -100°F AND HOLD FOR ONE HOUR MINIMUM.  
d. ALLOW PART TO REACH ROOM TEMPERATURE SLOWLY.  
e. HEAT IMMEDIATELY TO 325°F ± 25°F FOR ONE HOUR MINIMUM.  
f. PERFORM OPERATIONS c, d, & e FOR THREE COMPLETE CYCLES.  
g. **NDI: MAGNETIC PARTICLE INSPECT PER BAC 5424 AND ASTM E 1444. ACCEPTANCE CRITERIA PER BDM-1292, INSPECTION CLASS A (CRITICAL).**

5) **P/N (77272) A02H4968-2:**

- a. 16√  
b. 1.430 +.000/-.001 DIA  
c. .945 +.002/-.000 DIA  
d. **DRAWING NOTE 3:**  
HEAT TREAT TO ROCKWELL RC 58-62 (301,000 PSI MIN) PER MIL SPEC AMS-H-6875.  
e. **DRAWING NOTE 4:**  
MARK IDENT NO. & VERTOL PART NO. PER VERTOL PROCESS SPEC MS 13.01 GROUP III.  
f. **DRAWING NOTE 5:**  
**PROCEDURE FOR DIMENSIONAL STABILIZATION:**  
a. HEAT TREAT AND QUENCH IN ACCORDANCE WITH SPEC AMS-H-6875 OR IN ACCORDANCE WITH DRAWING REQUIREMENTS.  
b. DRAW TO REQUIRED TENSILE STRENGTH.  
c. COOL CONTINUOUSLY TO -80°F TO -100°F & HOLD FOR ONE HOUR MINIMUM.  
d. ALLOW PART TO REACH ROOM TEMPERATURE SLOWLY.  
e. HEAT IMMEDIATELY TO 325°F ± 25°F TO ONE HOUR MINIMUM.  
f. PERFORM OPERATIONS c, d, & e FOR THREE (3) COMPLETE CYCLES.  
(NOTE – A TEMPERING OPERATION MUST ALWAYS FOLLOW A SUB-ZERO TREATMENT, AFTER A COMPLETE TREATMENT, LIGHT GRINDING OR LAPPING IS PERMITTED.)  
g. **NDI: MAGNETIC PARTICLE INSPECT BAC 5424 AND ASTM E 1444. ACCEPTANCE CRITERIA PER BDM-1292, INSPECTION CLASS A (CRITICAL).**

6) **P/N (77272) A02H4969-1: NONE**

C. Major and Minor Characteristics

1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

V. The below listed drawings apply:

- 1) (77272) A02H4955 Rev. E
- 2) (77272) A02H4945 Rev. D, Advanced Drawing Change Notice (ADCN) 9, 10, 11, Engineering Order (EO) 8A
- 3) (77272) A02H4951 Rev. C, ADCN 5
- 4) (77272) A02H4966 Rev. B, ADCN 4 and EO 3A
- 5) (77272) A02H4968 Rev. B and ADCN 3
- 6) (77272) A02H4969 Rev. B and ADCN 4

VI. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

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## COMPLIANCE WITH SPECIFICATIONS

In order to ensure compliance with all the specification requirements, the contractor shall indicate in its offer, and notify the Government in a cover letter, what specifications, if any, the offeror does not intend to meet. The offeror shall explain, in detail, how any proposed deviation/exception will nonetheless meet the Government's functional requirements. Should descriptive literature be supplied by the offeror, it will be presumed that the offeror intends to meet all of the specifications, regardless of the descriptive literature, unless the offeror specifically notes its exceptions.

It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, in writing, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) *Definitions.* As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Commonly accepted commercial marks” means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

“DoD unique item identification” means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition—

- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.
- (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

“Enterprise” means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and
- (2) For cost-type line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government for each item at the time of delivery.

“Issuing agency code” means a code that designates the registration (or controlling) authority.

“Item” means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

“Machine-readable” means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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“Original part number” means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

“Registration (or controlling) authority” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“Serial number within the enterprise identifier” or “unique serial number” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part number” or “serial number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part number” means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

“Unique item identification” means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

“Unique item identifier” means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identification.*

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for—

- (i) All items for which the Government’s unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government’s unit acquisition cost is less than \$5,000:

Contract Line, Subline, or  
Exhibit Line Item Number

Item Description


(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) *Data syntax and semantics.* The Contractor shall—

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution “DD” format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology – Syntax for High Capacity Automatic Data Capture Media.

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(4) *Marking items.*

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) *Commonly accepted commercial marks.* The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) *Material Inspection and Receiving Report.* The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier,\*\* consisting of—
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) *Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification.* The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of—
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) *Subcontracts.* If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)



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## MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)

- (i) Marking shall be in accordance with ASTM-D-3951 (most current edition) and with the information set forth in paragraph (ii) below. Unless specified elsewhere in this contract/order, bar coding is not required.
- (ii) All unit and exterior containers/packs shall, as a minimum, be marked as follows:
  1. National stock number (NSN), when available, or Federal stock number (FSN), when NSN is not available, or part number when neither NSN or FSN are available.
  2. Noun nomenclature cited on contract or order.
  3. Quantity and unit of issue.
  4. Contract, or order number.
  5. From: \_\_\_\_\_  
(Contractor's Name)
  - \_\_\_\_\_ (Address)
  6. To: (See delivery address in Section F)
- (iii) Markings may be applied by any means which provide legibility.
- (iv) Additional markings required are stated below.  
None

## PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

- (a) Preservation, packaging, and packing shall be in accordance with ASTM-D-3951 (most current edition), "Standard for Commercial Packing." The unit pack quantity that applies to items under this contract is "Industry Standard".
- (b) Prohibited Packing Materials. The use of asbestos, excelsior, loose fill polystyrene, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited.
- (c) Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to [www.aphis.usda.gov/ppq/swp/eunmwp.html](http://www.aphis.usda.gov/ppq/swp/eunmwp.html) for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.

## 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard: Title, Number, Date, Tailoring (if any) **ISO 1994, 9001, 9002; 2000, as applicable to testing labs**

## HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

## HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

## HQ E-2-0006 GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

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Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

#### **HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)**

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

#### **HQ E-2-0015 QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)**

Quality System Requirements. The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

#### **HQ E-2-0016 SUPPLEMENTAL QUALITY REQUIREMENTS (NAVSEA) (MAR 2001)**

Supplementary Quality Requirements: The contractor shall implement a documented inspection system in accordance with the following paragraphs/subparagraphs of ANSI/ASQC Q9002-1994, Quality Systems - Model for Quality Assurance in Production, Installation, and Servicing:

- 4.2 Quality System
  - 4.2.1 General
  - 4.2.2 Quality System Procedures
- 4.5 Document and Data Control
  - 4.5.1 General
  - 4.5.2 Document and Data Approval and Issue
  - 4.5.3 Document and Data Changes
- 4.6 Purchasing
  - 4.6.1 General
  - 4.6.4.2 Customer Verification of Subcontracted Product
- 4.7 Control of Customer-Supplied Product
- 4.9 Process Control
- 4.10 Inspection and Testing
  - 4.10.1 General
  - 4.10.2 Receiving Inspection and Testing
    - 4.10.2.1 Receiving Inspection and Testing
    - 4.10.2.2 Receiving Inspection and Testing
    - 4.10.2.3 Receiving Inspection and Testing
  - 4.10.3 In-process Inspection and Testing
  - 4.10.4 Final Inspection and Testing
  - 4.10.5 Inspection and Test Records
- 4.11 Control of Inspection, Measuring, and Test Equipment
  - 4.11.1 General
  - 4.11.2 Control Procedures
- 4.12 Inspection and Test Status
- 4.13 Control of Nonconforming Product
  - 4.13.1 General

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- 4.13.2 Review and Disposition of Nonconforming Product
- 4.14 Corrective and Preventive Action
- 4.14.2 Corrective Action
- 4.16 Control of Quality Records

The Contractor may also elect to use another inspection system meeting the above requirements. Whichever inspection system the Contractor elects to implement shall be utilized throughout the entire life cycle of the contract. In addition, the Contractor shall notify the PCO and the cognizant ACO, in writing, which system is selected.

#### HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

#### INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

#### CONSTRUCTIVE ACCEPTANCE

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. The following number of days for constructive acceptance applies to paragraph (a)(5)(i) of FAR Clause 52.232-25, "Prompt Payment", which is incorporated by reference:

30 days for constructive acceptance.

#### 52.211-8 TIME OF DELIVERY (JUNE 1997)

(a) The Government requires delivery to be made according to the following schedule:

Required Delivery Schedule		
Item No.	Quantity	Within Days After
0001	33 EA	30 days after receipt of Government Furnished Items
0002	25 EA	Within 30 days after receipt of Government Furnished Items
0003	25 EA	Within 30 days after receipt of Government Furnished Items
0004	25 EA	Within 30 days after receipt of Government Furnished Items
0005	25 EA	Within 30 days after receipt of Government Furnished Items
0006	25 EA	Within 30 days after receipt of Government Furnished Items
0007	24 EA	Within 30 days after receipt of Government Furnished Items

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
Item No.	Quantity	Within Days After
0001	33 EA	Within ____ days after receipt of Government Furnished Items

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0002	25 EA	Within ____ days after receipt of Government Furnished Items
0003	25 EA	Within ____ days after receipt of Government Furnished Items
0004	25 EA	Within ____ days after receipt of Government Furnished Items
0005	25 EA	Within ____ days after receipt of Government Furnished Items
0006	25 EA	Within ____ days after receipt of Government Furnished Items
0007	24 EA	Within ____ days after receipt of Government Furnished Items

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

#### **PROOF OF DELIVERY**

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the Government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

#### **PLACE OF DELIVERY - DESTINATION**

- (a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:  
**Naval Undersea Warfare Center Division Keyport**  
**Supply Officer, Building 893**  
**610 Dowell Street**  
**Keyport, WA 98345-7610**
- (b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and offers may be deemed unacceptable.

#### **5252.245-9401 GOVERNMENT FURNISHED PROPERTY (OCT 1995)**

- (a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>ACQUISITION COST</u>
Air Gages for critical internal dimensions	1 Set	\$14,000.00
Mahr roundness checker MMQ40	1 Each	\$81,000.00
Scrap Parts	1 Set	\$500.00

Delivery of such property will be made by NUWC Keyport, Code 521, within 30 days after contract award.

- (b) The property will be delivered at Government's expense at or near (The Contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team track at which rail shipments will be received, as well as the name of the railroad(s)):

- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

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(d) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

#### APPOINTMENT OF PROPERTY ADMINISTRATOR

The person named below is hereby designated by the Contracting Officer as the Property Administrator to insure compliance with the contract requirements and the provisions of the Federal Acquisition Regulations Part 45 with respect to the control of Government property.

Name: **To Be Designated at Time of Award** Code:  
Activity:  
Phone No.:

#### CONTRACTOR POINT OF CONTACT

a) In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
TOLL-FREE PHONE NO: (800) \_\_\_\_\_  
FULL INTERNET E-MAIL ADDRESS: \_\_\_\_\_  
FAX NO: \_\_\_\_\_

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

**XX** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

— (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

**XX** (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

— (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

— (ii) Alternate I (Mar 1999) of 52.219-5.

— (iii) Alternate II (June 2003) of 52.219-5.

— (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-6.

— (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-7.

**XX** (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

— (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

— (ii) Alternate I (Oct 2001) of 52.219-9.

— (iii) Alternate II (Oct 2001) of 52.219-9.

— (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

— (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) Alternate I (June 2003) of 52.219-23.

— (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**XX** (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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**XX** (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

**XX** (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

**XX** (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

**XX** (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

**XX** (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

**XX** (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

— (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

— (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

— (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

— (22)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

— (ii) Alternate I (Jan 2004) of 52.225-3.

— (iii) Alternate II (Jan 2004) of 52.225-3.

— (23) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

**XX** (24) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

— (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

— (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**XX** (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

— (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

— (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

— (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

— (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

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(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XXX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
_____	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_____	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<u>XXX</u>	252.225-7012	Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
_____	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
_____	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<u>XXX</u>	252.225-7021	Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<u>XXX</u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u>XXX</u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_____	252.232-7003	Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).
<u>XXX</u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u>XXX</u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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(End of clause)

**52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM. (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the paragraph entitled "Exercise of Option (Increased Quantities)". Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**LIST OF ATTACHMENTS**

Attachment 1 - Military Critical Technical Data Agreement, DD Form 2345  
Attachment 2 – Drawing A02H4945-1 Rev D, ADCN 9, 10, 11 and E08A  
Attachment 3 – Drawing A02H4951-2 Rev C, ADCN 5, BDM 1292, Rev A, BAC 5424, Rev U  
Attachment 4 – Drawing A02H4969 Rev B, ADCN 4  
Attachment 5 – Drawing A02H4955 Rev E  
Attachment 6 – Drawing A02H4966 Rev B, E03A, ADCN 3  
Attachment 7 – Drawing A02H4968 Rev B ADCN 3  
Attachment 8 – PESK 4538Rev A



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### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JAN 2004)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);

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- ☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;  
☐ Name and TIN of common parent: Name \_\_\_\_\_ TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_
- (8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
- (i) *General.* The offeror represents that either-

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- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]
- (10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:
- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:
- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.
- (d) *Representations required to implement provisions of Executive Order 11246-*
- (1) Previous contracts and compliance. The offeror represents that-
- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.
- (2) *Affirmative Action Compliance.* The offeror represents that-
- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product,"

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"end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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## 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

- (a) *Definitions.* As used in this clause-
- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
  - (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
  - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
  - (2) Representation. The Offeror represents that it-
 

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
  - (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2004)

- (a) *Definitions.* "Caribbean Basin country end product," "designated country end product," "Free Trade Agreement country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.
- (b) *Evaluation.* The Government—
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that—
    - (i) There are no offers of such end products;
    - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
    - (iii) A national interest exception to the Trade Agreements Act applies.
- (c) *Certification and identification of country of origin.*
- (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.
  - (2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

## NOTICE TO CONTRACTOR - INSPECTION SYSTEM INFORMATION

The Government requires that offerors have an approved ISO Inspection System, per FAR 52.246-11 in place at time of award. Although negotiations may delay award, offerors should anticipate that the award date will be the closing date of this solicitation. In order to be considered for contract award, the offeror must meet one of the following criteria and so certify below:

( ) My firm currently has an approved ISO inspection system in place.

( ) My firm's ISO inspection system is currently being reviewed by \_\_\_\_\_ and approval is anticipated by \_\_\_\_\_.

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NAME OF OFFEROR OR CONTRACTOR

**52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-CONTRACTOR CERTIFICATION. (AUG 1996)**

(a) The following certification shall be checked:

Certification

The offeror certifies ☐ does ☐ does not certify that-

(1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;

(2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**5252.227-9401 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

**5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)**

(a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

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(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

#### **INSTRUCTIONS FOR OBTAINING EXPORT-CONTROLLED TECHNICAL DATA**

An offeror may not receive export-controlled technical data, which are specified in this solicitation, unless it is a qualified U.S. contractor as defined in clauses 5252.227-9401 and 5252.227-9402. See clause 5252.227-9402 for instructions on becoming a qualified U.S. contractor. Questions about this program or DD Form 2345 should be addressed to DLSC, Federal Center, Battle Creek, MI, 49017-3084, (616) 961-4358 or (800) 352-3572.

If an offeror is a qualified U.S. contractor and needs a copy of the restricted technical data, it must request a copy by written letter certifying that it is a qualified U.S. contractor and enclosing a copy of the completed DD Form 2345. (The DD Form 2345 is issued for a period of five years and must be renewed if older than five years.) That letter must be received by the Contracting Officer within 5 days after the solicitation issue date. If it is determined necessary (and if time permits), an additional 5 days will be added to the closing date if any requests are received. An amendment to this effect will be issued, and if not issued, offerors shall assume no requests were received and the original closing date applies.

#### **52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ) DX rated order; (XX) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

#### **52.215-5 FACSIMILE PROPOSALS (OCT 1997)**

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **(360) 396-7036**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;
- and



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(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** type contract resulting from this solicitation.

#### REVIEW OF AGENCY PROTESTS

- (a) The procedures set forth in FAR 33.103 will be followed for submission and handling of agency protests.
- (b) All protests filed directly with the agency, Naval Undersea Warfare Center Division Keyport (NUWC Division Keyport), shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.
- (c) The Reviewing Official for NUWC Division Keyport is the Director, Acquisition Division (Code 182), Naval Undersea Warfare Center Division Keyport at 610 Dowell Street, Keyport, WA 98345-7610.
- (d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

#### PROPOSAL SUBMITTAL REQUIREMENTS (BETA)

Offerors shall submit the following information with their offer:

##### 1) TECHNICAL

a) Compliance/Exceptions - On a separate sheet of paper, state whether the offer complies or does not comply with the specifications. Identify any "exceptions" to the specifications and state precisely how the offered supplies/services differ from the applicable specification paragraph(s). Failure to comply with this requirement may result in rejection of the offer.

b) Product Information - This information is optional. Submit duplicate copies of any literature provided with the offer. Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. *Offerors shall also include any product enhancements or performance elements that exceed the RFQ requirements, and would provided benefit to the Government. It will be presumed that the offeror intends to meet all of the specifications, regardless of product information provided, unless the offeror specifically notes its exception per the preceding paragraph.*

2) PRICE - Proposed pricing shall be provided on a unit price line item basis in the solicitation. (Also, be sure to complete all certifications in the solicitation.) The entire completed and signed solicitation shall be returned as part of your offer.

##### 3) PAST PERFORMANCE

a) Past Performance Worksheet - Offerors shall demonstrate past performance by completing Past Performance Worksheet(s) (see Enclosure 1). Offerors are encouraged to submit brief and concise responses. Data submitted by the contractor other than that requested on the Past Performance Worksheet will not be considered. **Failure to submit Past Performance Worksheets shall be considered certification that the contractor has no past performance for like or similar items for the Government to evaluate.**

b) Number of Contracts - Provide up to five of your most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this solicitation. If you do not have any Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete your Past Performance Worksheet.

#### SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

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## 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

(a) Award under this effort will be made to the technically acceptable offer which provides the best value to the Government, technical, past performance, and price considered. In determining the best value to the government, a trade-off analysis of the relative benefits of technical, past performance, and price will be performed, if necessary. Inherent in the trade-off analysis process is the assessment of risk, and its impact on contract performance. The following factors shall be used to evaluate offers:

1) Technical Acceptability - In order to be determined technically acceptable, offers must meet or exceed the specifications in the solicitation and any subsequent amendments. (see Proposal Submittal Requirements) **The offer must be determined to be technically acceptable before further consideration.**

2) Price - Evaluation of price will include the following factors:

☒ Single Award evaluation – Per the Single Award For All Items Clause

☒ Trade Agreements Certificate DFARS 252.225-7020

☒ Evaluation of Options per paragraph (b) of FAR 52.212-2 Evaluation – Commercial Items

3) Past Performance - Evaluation of past performance information (see Proposal Submittal Requirements) will include, but not be limited to, relevance and extent of previous contracts, quality and conformance of product/services to specifications, timely delivery and customer satisfaction. Information utilized will be obtained from contractor references as well as any other sources which may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history may not represent the most advantageous proposal to the Government.

4) Delivery - Offerors must meet the required delivery date.

5) Other – Must meet ISO Inspection Requirements

Offers that are determined to be technically acceptable will be evaluated in terms of past performance, and price. Past Performance is slightly more important than price. All factors, when combined, are *slightly more important than price*.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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**ENCLOSURE (1)**

**PAST PERFORMANCE WORKSHEET**

The Government highly prefers that you submit your company's five most recent references (relevant to the requirements outlined in this solicitation document), all of which should be Government references. The Government references should be a Contracting Officer (CO) and a Program Manager or equivalent. Relevance is determined by considering the products provided, dollar value, period of performance, and worldwide delivery and warranty support capabilities. Attached is the Past Performance Questionnaire that must be submitted with your offer. In addition, discuss any contractual vehicles (contracts, delivery orders, etc.) terminated for default by a CO affecting your company within the past five years. Also, describe all instances in which your company has ever been the subject of, or party to, a proposed debarment/suspension case and the outcome. Failure to comply with these instructions may result in elimination from further consideration.

**Reference #1**

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

**Reference #2**

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

**Reference #3**

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

NAME OF OFFEROR OR CONTRACTOR

**Reference #4**

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

**Reference #5**

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle \$ value:	
Sales to date \$:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

The vendor may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Companies should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

PLEASE ENSURE ALL THE ABOVE REFERENCED INFORMATION IS CORRECT.

<b>MILITARILY CRITICAL TECHNICAL DATA AGREEMENT</b> <i>(Please read Agency Disclosure Notice, Privacy Act Statement and Instructions on back before completing this form.)</i>		<i>Form Approved</i> <i>OMB No. 0704-0207</i> <i>Expires Oct 31, 2004</i>	
<b>MAIL THE ORIGINAL, COMPLETED COPY OF THIS FORM AND A COPY OF YOUR COMPANY'S INCORPORATION CERTIFICATE, STATE/PROVINCIAL BUSINESS LICENSE, SALES TAX IDENTIFICATION FORM OR OTHER DOCUMENTATION WHICH VERIFIES THE LEGITIMACY OF THE COMPANY TO:</b> <div style="text-align: center;"> <b>U.S./CANADA JOINT CERTIFICATION OFFICE</b>  <b>DEFENSE LOGISTICS INFORMATION SERVICE</b>  <b>FEDERAL CENTER, 74 WASHINGTON AVE., NORTH</b>  <b>BATTLE CREEK, MI USA 49017-3084</b> </div>			
1. TYPE OF SUBMISSION <i>(X one)</i>		a. INITIAL SUBMISSION	b. REVISION
			c. 5-YEAR RENEWAL
2. ENTERPRISE OR INDIVIDUAL DATA <i>(Referred to as a "certified contractor" upon acceptance of certification by the U.S./Canada - JCO)</i>			
a. NAME <i>(Name of Enterprise or Individual)</i>		b. ADDRESS <i>(Physical address, including P.O. Box if applicable)</i>	
c. NAME OF SUBSIDIARY/DIVISION/DEPARTMENT			
d. CAGE CODE			
3. DATA CUSTODIAN			
a. NAME OR POSITION DESIGNATION <i>(See Instructions)</i>		b. TELEPHONE NUMBER <i>(Include Area Code)</i>	
c. TITLE		d. E-MAIL ADDRESS	
4. DESCRIPTION OF RELEVANT BUSINESS ACTIVITY <i>(Print or type)</i>			
5. AS A CONDITION OF RECEIVING MILITARILY CRITICAL TECHNICAL DATA, THE ENTERPRISE OR INDIVIDUAL CERTIFIES THAT:			
a. CITIZENSHIP/RESIDENCY STATUS. The individual designated either by name or position designation in Item 3, who will act as custodian of the militarily critical technical data on behalf of the contractor, is a citizen or person admitted lawfully for permanent residence into: <i>(X (1) or (2))</i>		d. They will not provide access to militarily critical technical data to persons other than their employees or eligible persons designated by the registrant to act on their behalf unless such access is permitted by U.S. DoDD 5230.25, Canada's TDCR, or by the U.S. or Canadian Government agency that provided the technical data.	
<input type="checkbox"/> (1) THE UNITED STATES <input type="checkbox"/> (2) CANADA		e. No person employed by the enterprise or eligible persons designated by the registrant to act on their behalf, who will have access to militarily critical technical data, is disbarred, suspended, or otherwise ineligible to perform on U.S. or Canadian Government contracts or has violated U.S. or contravened Canadian export control laws or has had a certification revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR.	
b. The data are needed to bid or perform on a contract with any agency of the U.S. Government or the Canadian Government or for other legitimate business activities in which the contractor is engaged, or plans to engage.		f. They are not themselves debarred, suspended, or otherwise ineligible to perform on U.S. or Canadian Government contracts, and have not violated U.S. or contravened Canadian export control laws, and have not had a certification revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR.	
c. They (1) acknowledge all responsibilities under applicable U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license from the U.S. Government prior to the release of militarily critical technical data within the United States) or applicable Canadian export control laws and regulations, and (2) agree not to disseminate militarily critical technical data in a manner that would violate applicable U.S. or Canadian export control laws and regulations.			
6. CONTRACTOR CERTIFICATION			
I certify that the information and certifications made by me are true, complete, and accurate to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. <i>(For U.S. contractors see U.S. Code, Title 18, Section 1001 and for Canadian contractors see Section 26 of the Defense Production Act.)</i>			
a. TYPED NAME <i>(LAST, First, Middle Initial)</i>		b. TITLE	c. SIGNATURE
			d. DATE SIGNED
7. CERTIFICATION ACTION <i>(For JCO Use Only)</i>			
a. CERTIFICATION ACCEPTED. This certification number, along with a statement of intended data use, must be included with each request for militarily critical technical data.		b. NUMBER	c. EXPIRATION DATE
8. DOD OFFICIAL		9. CANADA OFFICIAL	
a. TYPED NAME <i>(LAST, First, Middle Initial)</i>		a. TYPED NAME <i>(LAST, First, Middle Initial)</i>	
b. TITLE		b. TITLE	
c. SIGNATURE		c. SIGNATURE	d. DATE SIGNED
d. DATE SIGNED			

## INSTRUCTIONS FOR COMPLETING DD FORM 2345

### AGENCY DISCLOSURE NOTICE

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0207), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

### PRIVACY ACT STATEMENT

**AUTHORITY:** U.S. ENTERPRISES AND INDIVIDUALS: 10 USC, Section 140c, as added by PL 98-94, Section 1217, September 24, 1983; and implemented by DoDD 5230.25, "Withholding of Unclassified Technical Data From Public Disclosure," November 6, 1984 (32 CFR Part 250).

**FOR CANADIAN ENTERPRISES AND INDIVIDUALS:** Defense Production Act.

**PRINCIPAL PURPOSE(S):** To identify enterprises and individuals eligible to receive militarily critical technical data.

**ROUTINE USE(S):** To support decisions regarding dissemination or withholding of militarily critical technical data. Information provided on this form describing your business may be published from time to time for the benefit of the "certified contractors."

**DISCLOSURE:** Voluntary; however, failure to provide the information may result in a denial of access to militarily critical technical data.

### SPECIFIC INSTRUCTIONS

1. Mark only one box. Mark "REVISION" (of a previously accepted submission) to show revised information, such as addresses or business description. Mark "5-YEAR RENEWAL" in response to a renewal notice from U.S./Canada - JCO. When either the "REVISION" OR "5-YEAR RENEWAL" box is marked, enter your current Certification Number in Item 7.a.

2.a. For an enterprise, show full name of corporate parent; or institution. For an individual, show full name (LAST, First, Middle initial).

b. Enter the physical mailing address of the enterprise or individual making the certification. If a P.O. Box is used for mailing purposes, include street address as well.

c. Each corporate subsidiary or division that is to receive militarily critical technical data must be certified separately. If not applicable, so state.

3. Show the name, business telephone number (including area code), title of the individual and their e-mail address (optional) who will receive militarily critical technical data and be responsible for its further dissemination. A position designation may be used only when conditions described in Item 5.a. are prerequisites for holding that position.

4. Describe the business activity of the entity identified in Item 2 in sufficient detail for the U.S. or Canadian Government agency controlling the data to determine whether the militarily critical technical data that you may request from time to time are reasonably related to your stated business activity. For example, state that you design and construct high-pressure, high volume hydraulic pumps for use in connection with aircraft control surfaces; do not state simply "hydraulic pumps." Provide concise statements within the space provided.

5. If certifications 5.e. and 5.f. cannot be made, provide (on a separate sheet) a description of any extenuating circumstances that may give sufficient reason to accept your certification.

5.a. If the location of the entity identified in Item 2.a. is the United States, the individual named in Item 3 must be a U.S. citizen or a person admitted lawfully for permanent residence into the United States. If the location of the entity is in Canada, the individual named in Item 3 may be either a Canadian or U.S. citizen or a person admitted lawfully for permanent residence into Canada.

6. If Item 2 identifies an individual, that individual must sign. If Item 2 identifies an institution or a corporate entity, a person who can legally obligate the enterprise to a contract must sign.

#### 7. CERTIFICATION ACTION.

a. **ACCEPTED.** The U.S./Canada - JCO has assigned the enterprise or individual identified in Item 2.a., a Certification Number which will identify the individual or enterprise as a "certified contractor" as defined in U.S. DoDD 5230.25 or Canada's TDCR. The acceptance is valid for a period of five years from the acceptance date unless sooner revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR. If at any time a certified contractor is unable to adhere to the conditions under which a certification was accepted, the contractor's certification is considered void, and the contractor will either submit a revised certification or surrender all militarily critical technical data obtained under this agreement to the data controlling offices specified on the documents.

b. **NUMBER.** Certification Number (assigned by the JCO).

c. **EXPIRATION DATE.** Date Certification Number will expire (assigned by the JCO).

### LEGEND:

DoD = Department of Defense

DoDD = Department of Defense Directive

U.S./Canada - JCO = United States/Canada Joint Certification Office

TDCR = Technical Data Control Regulations

Militarily Critical Technical Data = Unclassified technical data as governed by U.S. DoDD 5230.25 or Canada's TDCR.

## INSTRUCTIONS FOR COMPLETING DD FORM 2345

MAIL THE ORIGINAL COMPLETED COPY OF THIS FORM, AND A COPY OF YOUR COMPANY'S INCORPORATION CERTIFICATE, OR STATE/PROVINCIAL BUSINESS LICENSE, OR SALES TAX IDENTIFICATION FORM OR ANY OTHER DOCUMENTATION WHICH VERIFIES THE LEGITIMACY OF THE COMPANY TO THE BATTLE CREEK, MI ADDRESS INDICATED AT THE TOP OF THE DD FORM 2345.

Item 1. **(Type of submission)** mark only one box.

Item 2.a. **(Name)** Enter full legal company name, or parent company (if applicable), or institution.

Item 2.b. **(Address)** The address, street address included, of the entity applying for "certified contractor" status is required in Item 2.b. Unless a P.O. Box address is inserted in Item 3.b., the information provided in Items 2.b. and 3.b. must be the same.

Item 2.c. **(Name of subsidiary/division/department)** Enter the name of the subsidiary, division, or department applying for "certified status". If not applicable, state none or leave item blank.

Item 2.d. **(CAGE Code)** Enter CAGE Code. If you do not have a CAGE Code, leave blank.

Item 3 **(DATA CUSTODIAN)** enter the full name, business telephone number, and title of the individual who will receive military critical technical data for the company, and be responsible for its further dissemination. **A position designation may be used only when conditions described in Item 5.a. are prerequisites for holding that position.**

Item 4 **(DESCRIPTION OF RELEVANT BUSINESS ACTIVITY)** Describe the business activity of the entity identified in Item 2.a. in sufficient detail for the U.S. or Canadian agency controlling the data to determine whether the military critical technical data that you may request is related to your stated business activity. For example, state that you design and construct high-pressure, high volume hydraulic pumps for use in connection with aircraft control surfaces; do not state simply "hydraulic pumps." **Provide concise statements within the space provided, if necessary, a continuation page may be used.**

Item 5.a. **(CITIZENSHIP/RESIDENCE STATUS)** If the location of the entity is the United States, the individual named in Item 3.a. must be a U.S. citizen or a person admitted lawfully for permanent residence into the United States. If the location of the entity is in Canada, the individual named in Item 3.a. may be either a Canadian or U.S. citizen or a person admitted lawfully for permanent residence into Canada.

Item 6. **(CONTRACTOR CERTIFICATION)** This must be the original signature of a person who can obligate the entity to a contract.